

**IT Professional Technical Services  
Master Contract Program  
# 902TS  
Statement of Work (SOW)  
For Technology Services  
Issued by**

**Minnesota Department of Transportation (Mn/DOT)**

**Project Title:** TranSWIFT (Mn/DOT's MAPS Replacement Project)

**Service Categories:** Database - Oracle

**1. Business Need**

Mn/DOT must implement a new Accounting and Procurement solution (PeopleSoft). To accomplish this, Mn/DOT must:

- Reengineer many business processes
- Modify more than 20 business applications
- Replace an additional 11 business applications
- Crosswalk all historical data with the new chart of accounts information for historical reporting purposes
- Modify all financial reporting across the Agency.

The State has established July 1, 2011 as the full system implementation date.

TranSWIFT team needs to modify several applications to comply with new requirements due to Mn/DOT's effort at replacing its current accounting system (MAPS) with a PeopleSoft ERP. This contract will be to work with the current staff to design, develop, program and update several applications that contain accounting information. These systems need to be modified and ready for implementation on July 1, 2011. The primary goal of this project is to bring Mn/DOT's current business applications into compliance with PeopleSoft code block for the applications that the business needs to keep. The applications that will be retired will need to have the data archived but reportable for future needs.

- 1.1 The business and functional need is to provide expert programming and database administration skills to assist the agency with completing these modifications.
  - 1.1.1 Three of the applications that will be modified were developed with Oracle Forms and database that are deployed in a web environment. These systems are critical to the business and will need to be modified using Oracle's 11G web logic environment. Crystal Reports is our legacy reporting tool. Current reports will be modified, and new reports will be developed, using Crystal Reports 2008. Applications that will be retired will need to have the data analyzed and archived to Mn/DOT's data warehouse so that historical reporting can continue indefinitely.
  - 1.1.2 This will be a time and materials type of contract. The Selected Responder will provide up to three individuals who will work with the staff in the Accounting Systems Section in the Office of Financial Management to modify existing applications. Mn/DOT reserves the right to select multiple vendors for this project.
- 1.2 Responder Required Work Location: All work must be completed on site at the Mn/DOT Central Office in St. Paul, MN.
- 1.3 The focus of this project is to provide technical resources to assist the agency with the upgrading and modifications of several business applications
- 1.4 The project stakeholders are several business areas within the Office of Financial Management

## 2. Project Duties and Deliverables

2.1 The Selected Responder will provide key personnel that will complement Mn/DOT's current staff to assist in the upgrade and modify multiple systems in order to meet the deadline of July 1, 2011.

The Selected Responder must be able to complete the following types of tasks, depending on the assignment:

- 2.1.1 Update Logical Data and Process Model to include:
  - 2.1.1.1 Define new entities, relationships and/or attributes
  - 2.1.1.2 Refine process and data dependencies in a logical model
  - 2.1.1.3 Design identified interfaces
  - 2.1.1.4 Analyze, validate, and document the logical model using a quality assurance approach for user acceptance testing
- 2.1.2 Update Physical Design to include:
  - 2.1.2.1 Design new physical application components
  - 2.1.2.2 Design physical data structures
  - 2.1.2.3 Analyze, validate and document the physical design model
- 2.1.3 Technical Architecture
  - 2.1.3.1 Document technology requirements for n-tier deployment at acceptable performance capabilities
  - 2.1.3.2 Design and document a plan for secure physical deployment
  - 2.1.3.3 Document any changes to the technical architecture
- 2.1.4 Application construction phase to include:
  - 2.1.4.1 Design, develop, code, test, debug and implement modifications using the business rules and specifications to modify the application according to the approved design and technical models incorporating the business rules and data requirements.
  - 2.1.4.2 Design, develop, code, test, and debug approximately new reports using Crystal Reports and deploy in a Business Objects Enterprise environment using the business rules and specifications to build the reports according to the approved design and technical models incorporating the business rules and data requirements.
  - 2.1.4.3 Design, develop, code, test, debug and implement procedures to load the data warehouse according to the approved design and technical models incorporating the business rules and data requirements
  - 2.1.4.4 Document the modified application design, code, logic, packages, modules or triggers in the appropriate tool and update the operations manual for the application code.
  - 2.1.4.5 Quality assurance methodology and testing will be applied to all phases of the design, construction, implementation and execution of the application functions
- 2.1.5 Database Construction
  - 2.1.5.1 Design and develop any new tables needed in the application's Oracle database according to the approved design and technical models incorporating the business rules and data requirements
  - 2.1.5.2 Create and load extract programs that will replicate data from the various source systems into this database application
  - 2.1.5.3 Establish a standard process for the applications that may need to interface with either the Mn/DOT warehouse or PeopleSoft Financials.
  - 2.1.5.4 Work with functional and business experts to discover any additional rules needed on this data that has not yet been identified so that data integrity is ensured.
  - 2.1.5.5 Provide a fully secure method of access to the applications taking in to account the variety of users' needs roles and the need for different levels of security
  - 2.1.5.6 Document the modified database design, procedures, packages and triggers in Designer 6I and update an operations manual.
  - 2.1.5.7 Quality assurance methodology and testing will be applied to all phases of the design, construction, implementation and execution of the database functions

- 2.1.6 Data Conversion / Clean up
  - 2.1.6.1 For applications that will be retired, develop a process to analyze and prepare the data (possibly needed to denormalize) to store in Mn/DOT's data warehouse for historical reporting on this system.
  - 2.1.6.2 Design, develop, code, test and debug an archive program for the retiring databases
  - 2.1.6.3 Quality assurance methodology and testing will be applied to all phases of the design, construction, implementation and execution of the database conversion
  - 2.1.6.4 Documentation of the conversion procedures and methodology is required.
- 2.1.7 Testing
  - 2.1.7.1 Provide a quality assurance methodology to all structures, edits, loads, programs and user acceptance testing in all phases of design and construction
  - 2.1.7.2 Develop a testing plan, that includes managing defects and configuration management
  - 2.1.7.3 Perform systems and integration testing and document results.
  - 2.1.7.4 Perform user acceptance testing using quality assurance user acceptance testing methodology
  - 2.1.7.5 Document, modify and re-test the system problems identified during the testing process.
- 2.1.8 Implementation
  - 2.1.8.1 Perform and document user acceptance testing of final system product.
  - 2.1.8.2 Document, develop and implement deployment plan.
  - 2.1.8.3 Document and develop training plan.
  - 2.1.8.4 Develop user manuals that will be used for training
  - 2.1.8.5 Document and develop a system maintenance and support manual
- 2.1.9 Evaluation
  - 2.1.9.1 Develop and implement an evaluation plan for user satisfaction
  - 2.1.9.2 Document results of user satisfaction evaluation.

The Selected Responder will:

- 2.2 Follow all technical specifications and processes identified in this SOW
- 2.3 Due to the expeditious requirements, assign more than one person to satisfy SOW.
- 2.4 Maintain sufficient resources (staff) to stay on schedule and support change management incidents. Change management staff should be available for potential meetings with Mn/DOT staff.
- 2.5 Provide informal training and knowledge transfer to key Mn/DOT staff, including but not limited to the following:  
*The Selected Responder will be expected to have the necessary communication skills so that the Accounting System staff will be able to actively participate in the modifications of the systems and to facilitate the hand-over process upon completion of the modifications. The Selected Responder will provide sufficient documentation so that a user manual could be generated for training users on the modifications.*
- 2.6 Adhere to Mn/DOT's testing and acceptance criteria.
- 2.7 Report all work plans and completed requirements to the project manager.
- 2.8 Perform unit and integration testing.
- 2.9 Update User and System Documentation for the applications modified.
- 2.10 Thoroughly test and track all defects using JIRA.
- 2.11 Provide a twelve month warranty against defects, and correct any defects found within the warranty period.  
*The Selected Responder will provide a written warranty that will make the Selected Responder responsible for fixing defects in the delivered product for a period of one year after deployment into the production environment. This warranty will cover defects only (not enhancements, maintenance or upgrades).*
- 2.12 Adhere to Mn/DOT's Project Documentation.

### **3. Project Milestones and Schedule**

- 3.1 Project start date: September 30, 2010

- 3.2 Key deliverable dates will be assigned with specific work tasks.  
*The timeline for completing this work is July 1, 2011. Additional adjustment work will be required following the implementation date of July 1, 2011.*
- 3.3 End date: March 30, 2012

#### 4. Project Environment (Mn/DOT Resources)

- 4.1 Mn/DOT will assign staff members to assist with the project on an as-needed basis, as follows:
- 4.1.1 Mn/DOT's Project Manager will be Bill Roen, Office of Financial Management, TranSWIFT Project Director. For all inquiries regarding this SOW contact the Contract Administrator Melissa McGinnis at 651-366-4644. Contact with any other Mn/DOT personnel regarding this SOW may result in disqualification.
- 4.1.2 Mn/DOT has established a special project team (TranSWIFT) with experts throughout the agency for this implementation and reengineering opportunity. The direction will be provided through the TranSWIFT Project Director on behalf of the steering committee. Operational direction and support will be provided by the Mn/DOT Office of Financial Management Accounting Systems Support
- 4.1.3 Mn/DOT Staff Proficiency Levels and Experience relevant to the project. Employees of the Office of Financial Management have extensive business knowledge about accounting functions and rules concerning business transactions. The Accounting Systems staff will provide oversight to the design and development for all modifications. The contractor will be expected to work with the Mn/DOT's Project Manager and other staff throughout this project. The expectation is that the applications will be co-developed by Selected Responder and Mn/DOT staff.
- 4.2 **Architecture:** These systems are built with an *n*-tier architecture design. The databases will be upgraded to Oracle version 11G. Users access the system using a web browser. The application layer is Oracle Forms deployed on a web browser which will be upgraded to Oracle's WebLogic. The reports are developed using the Crystal Reports tool and deployed through Business Objects Enterprise web server. The resulting products would ensure:
- Can be supported and maintained by Mn/DOT staff
  - User interface is intuitive
  - No special software required on the desktop
  - On-line inquiries for system transactions and reports are available to all users on demand

#### 5. Project Constraints

Mn/DOT implementation requirements include:

- 5.1 Compliance with the Statewide Enterprise Architecture
- 5.2 Compliance with Statewide Project Management Methodology
- 5.3 Compliance with applicable industry/agency standard
- 5.4 Mn/DOT locations where the system might be implemented include Mn/DOT Central Office.

#### 6. Required Skills (These are to be rated on a pass/fail basis)

Required minimum qualifications are shown in the following table. The proposal must specifically indicate how members of the Responder's team meet these minimum qualifications. This portion of the proposal review will be conducted on a pass/fail basis. If Mn/DOT determines, in its sole discretion, that the Responder fails to meet one or more of these requirements (or that the Responder has not submitted sufficient information to make the pass/fail determination), then the proposal will be eliminated from further review.

	Minimum Number of Years Experience	Required Skill Type
6.1	5	Oracle Forms Developer: Experience with Oracle's WebLogic suite 11G and

		experience with migrating to newer version
6.2	5	Proficient in PL/SQL language
6.3	5	Oracle Database Administration: Experience working with versions 9i through 11G
6.4	3	XML Messaging Experience
6.5	5	Database Design - Oracle
6.6	3	Crystal Reports/Business Objects Enterprise Experience reporting tools
6.7	3	.NET Framework Experience

## 7. Desired Skills

Mn/DOT desires a project team with the skills shown in the table below. The extent to which the Responder meets or exceeds the desired skills will be included as part of the qualitative evaluation of the proposal.

	Desired Number of Years Experience	Desired Skill Type
7.1	3	Technical Writing
7.2	3	Microsoft Office tools (Project, Word, Excel)
7.3	3	PeopleSoft query tools
7.4	3	Excellent communication skills, both written and oral, so that the work being performed is understood by both the programming staff as well as the business experts.
7.5	3	Quality assurance methodology
7.6	3	System development methodology
7.7	3	Testing methodology
7.8	3	Configuration management

## 8. Process Schedule

8.1	Deadline for Questions	10/06/2010 2:00 PM Central Daylight Time
8.2	Posted Response to Questions	10/08/2010 2:00 PM Central Daylight Time
8.3	Proposals due	10/13/2010 2:00 PM Central Daylight Time
8.4	Anticipated proposal evaluation begins	10/14/2010
8.5	Anticipated proposal evaluation & decision	10/29/2010

## 9. Questions

All questions regarding this SOW must be addressed to the Mn/DOT Contract Administrator listed below. Proposers may not discuss the content of this SOW with other Mn/DOT staff. Any questions regarding this SOW must be received via e-mail by 10/06/2010, 2:00PM Central Daylight Time.

Contract Administrator: Melissa McGinnis  
Email Address: [melissa.mcgininis@state.mn.us](mailto:melissa.mcgininis@state.mn.us)

It is anticipated that questions and answers will be posted on the Office of Enterprise Technology's web site by 10/08/2010, 2:00pm Central Daylight Time ([www.ot.state.mn.us](http://www.ot.state.mn.us)). Note that questions may be posted verbatim as submitted.

## 10. Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the Contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or

- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

The "Indemnification Clause" (see above) will apply to this project and will be incorporated into the work order issued for this project. No exceptions to, or deviations from, this clause will be permitted. Do not submit a proposal if you cannot accept this liability clause. Proposals which the State determines, in its sole discretion, indicate non-acceptance of this liability clause, will be rejected by the State.

## 11. SOW Evaluation Process

The selection process being used for this project involves a two step process. Step one will include the pass/fail assessment and a qualitative evaluation of Contractors' technical proposal. Step Two will be an analysis of the cost proposal.

Mn/DOT will review proposals according to the following criteria:

- |  |     |
|--|-----|
| • Company background and expertise                                 | 15% |
| • Experience of personnel assigned to this project                 | 25% |
| • References or demonstrated experiences with similar engagements  | 10% |
| • Demonstrated ability to maintain skill levels among staff        | 10% |
| • Ability to respond to requests in 48 hours and 5 day time frames | 10% |
| • Cost   | 30% |

Mn/DOT reserves the right to check references and to review previous performance reviews for work performed for Mn/DOT or other state agencies, and to take such references and reviews into account for consultant selection purposes.

The following contains additional information describing the proposal evaluation process:

### Step One

In step one the proposals will first be reviewed to verify whether the proposer meets the "Required Skills" (see section six). Proposals receiving a "fail" on one or more of the required skills will not be reviewed further. Proposals which pass the Required Skills review will then be scored on the non-cost and non-interview factors listed above.

### Step Two

Cost proposal will be evaluated and scored in accordance with the percentage listed above. Cost will not be revealed to selection committee members until after the technical scoring has been completed.

## 12. Response Requirements

12.1 Introduction.

12.2 Company overview.

12.3 Project overview.

12.4 Detailed response to "Project Approach".

Explain how the responder will approach their participation in the project. This includes:

- 12.4.1 Organization and staffing. Include staff qualifications in a chart, resumes or other manner that will allow Mn/DOT to easily determine if assigned key staff meets the required skills and the extent to which assigned staff meet or exceed the desired skills. **To the extent possible, include names and roles of people who will be assigned to this project and references specifically related to the deliverables of this project.**

Required Skill type	Personnel/ Years of Experience	Project(s) worked on demonstrating these skills	Reference (name, company, phone number)

- 12.4.2 Contract/change management procedures.
- 12.4.3 Project management (e.g. quality management, risk assessment/management, etc.).
- 12.4.4 Description of your company's training and recruitment methods used to maintain appropriate skill levels among your staff. Work-plan, including a realistic plan to meet the projects target completion date.
- 12.4.5 Detailed response to Agency Requirements. Description of the responder's understanding of the need for the service.
- 12.5 Provide three references for similar work. Include contact person, firm, email address and phone number along with a brief description of the duties that the key personnel performed for that project.
- 12.6 Submit a cost proposal in a separate sealed envelope. Hourly rates may not exceed the hourly rates that OET has approved for the service category(ies) identified in this SOW.
- 12.7 Required forms to be returned or additional provisions that must be included in proposal:
  - 12.7.1 **Location of Service Disclosure Form.**
  - 12.7.2 **Conflict of Interest Form**  
 Proposer must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.  
  
 The proposer warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a proposer is unable or potentially unable to render impartial assistance or advice to Mn/DOT, or the proposer's objectivity in performing the contract work is or might be otherwise impaired, or the proposer has an unfair competitive advantage. The proposer agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to Mn/DOT which must include a description of the action which the proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, Mn/DOT may, at its discretion, cancel the contract. In the event the proposer was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to Mn/DOT, Mn/DOT may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve Mn/DOT's rights. Proposers must complete the attached "Conflict of Interest Checklist and Disclosure Form" and submit it along with the response, but not as a part of the response.
  - 12.7.3 **Affidavit of non-collusion**  
 Proposers must complete the attached "Affidavit of Noncollusion" and include it with the response. The successful proposer will be required to submit acceptable evidence of compliance with workers' compensation insurance coverage requirements prior to execution of the Contract.
  - 12.7.4 **Immigration Status Certification Form**  
 For all Contracts estimated to be in excess of \$50,000.00, responders are required to complete the attached "Immigration Status Certification Form" page and include it with the response.
  - 12.7.5 **Affirmative Action Certification**

For all Contracts estimated to be in excess of \$100,000.00, responders are required to complete the attached “Affirmative Action Certification” page and include it with the response.

**12.7.6 Veteran-Owned/Service-Disabled Veteran-Owned Preference Forms.**

Proposers must complete and submit this form if claiming preference as a qualified proposer.

**13. Proposal Submission Instructions**

Submit 7 copies of the response. Responses are to be submitted in a mailing envelope or package, clearly marked “Proposal” on the outside. Cost proposals are to be submitted in a separate sealed envelope. An authorized member of the firm must sign each copy of the response in ink.

All responses must be sent to:

**Melissa McGinnis, Contract Administrator  
Minnesota Department of Transportation  
395 John Ireland Boulevard  
Consultant Services Section, Mail Stop 680  
St. Paul, Minnesota 55155**

All responses must be received not later than 2:00 p.m. Central Daylight Time on 10/13/2010, as indicated by the time stamp made by the Contract Administrator. **Please note that Mn/DOT Offices have implemented security measures.** These procedures do not allow non-Mn/DOT employees to have access to the elevators or the stairs. You should plan enough time and follow these instructions for drop-off:

- Enter through the Rice Street side of the Central Office building (1<sup>st</sup> Floor).
- Once you enter through the doors, you should proceed to the first floor Information Desk.
- **Proposals are accepted at the first floor Information Desk only.** The receptionist will call the Contract Administrator to come down and to time stamp the proposal. Please keep in mind Mn/DOT is very strict on the proposal deadline. Proposals will not be accepted after 2:00pm.

**14. General Requirements**

**14.1 Proposal Contents**

By submission of a proposal, Proposer warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the proposer to suspension or debarment proceedings and other remedies available at law.

**14.2 Disposition of Responses**

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected Proposer. If the Proposer submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Proposer must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State’s award of a contract. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

Mn/DOT will not consider the prices submitted by the Proposer to be proprietary or trade secret materials.



**15. No State Obligation**

Issuance of this Statement of Work does not obligate Mn/DOT to award a contract or complete the assignment, and Mn/DOT reserves the right to cancel this solicitation if it is considered to be in its best interest. Mn/DOT reserves the right to reject any and all proposals.

**16. Veteran-owned/Service Disabled Veteran-Owned Preference**

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

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**STATE OF MINNESOTA**  
**LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION**

**LOCATION OF SERVICE DISCLOSURE**

**Check all that apply:**

- ☐ The services to be performed under the anticipated contract as specified in our proposal will be performed ENTIRELY within the State of Minnesota.
- ☐ The services to be performed under the anticipated contract as specified in our proposal entail work ENTIRELY within another state within the United States.
- ☐ The services to be performed under the anticipated contract as specified in our proposal will be performed in part within Minnesota and in part within another state within the United States.
- ☐ The services to be performed under the anticipated contract as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of:
- The identity of the company (identify if subcontractor) performing services outside the United States;
  - The location where services under the contract will be performed; and
  - The percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

**CERTIFICATION**

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the contract without prior, written approval from the State of Minnesota.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**STATE OF MINNESOTA  
VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM**

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses include certified small businesses that are majority-owned and operated by either (check the box that applies and attach the certification documents required with your response to this solicitation):

- ☐ (1) recently separated veterans, who are veterans as defined in Minn. Stat. §197.447, who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs; or

Required Documentation:

- certification by the United States Department of Veterans Affairs as a veteran-owned small business
- discharge form (DD-214) dated on or after September 11, 2001 with condition honorable

- ☐ (2) Veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.

Required Documentation:

- certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov> .

You must submit this form and the documentation required above with your response in order to be considered for this preference.

## CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

**Purpose of this Checklist.** This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted to Mn/DOT, however, the Disclosure of Potential Conflict of Interest form should be submitted in a separate envelope along with your proposal.

**Definition of “Proposer”.** As used herein, the word “Proposer” includes both the prime contractor and all proposed subcontractors.

**Checklist is Not Exclusive.** Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

**Use of the Disclosure Form.** A proposer must complete the attached disclosure form and submit it with their Proposal (or separately as directed by Mn/DOT for projects not awarded through a competitive solicitation). If a proposer determines a potential conflict of interest exists, it must disclose the potential conflict to Mn/DOT; however, such a disclosure will not necessarily disqualify a proposer from being awarded a Contract. To avoid any unfair “taint” of the selection process, the disclosure form should be provided separate from the bound proposal, and it will not be provided to selection committee members. Mn/DOT Contract Management personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the contract notwithstanding the potential conflict. Mn/DOT Contract Management personnel may consult with Mn/DOT’s Project Manager and Department of Administration personnel. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of the Commissioner of Administration.

**Material Representation.** The proposer is required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, either that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflict. The proposer must also update conflict information if such information changes after the submission of the proposal. Information provided on the form will constitute a material representation as to the award of this Contract. Mn/DOT reserves the right to cancel or amend the resulting contract if the successful proposer failed to disclose a potential conflict, which it knew or should have known about, or if the proposer provided information on the disclosure form that is materially false or misleading.

**Approach to Reviewing Potential Conflicts.** Mn/DOT recognizes that proposer’s must maintain business relations with other public and private sector entities in order to continue as viable businesses. Mn/DOT will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not Mn/DOT’s intent to disqualify proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the proposer’s ability to provide objective advice to Mn/DOT. Mn/DOT would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, Mn/DOT must follow statutory guidance on Organizational Conflicts of Interest.

**Statutory Guidance.** Minnesota Statutes §16C.02, subd. 10 (a) places limits on state agencies ability to contract with entities having an “Organizational Conflict of Interest”. For purposes of this checklist and disclosure requirement, the term “Vendor” includes “Proposer” as defined above. Pursuant to such statute, “Organizational Conflict of Interest” means that because of existing or planned activities or because of relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.

**Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering.** The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules part 1805.0300) Subpart 1 of the rule provides “A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest”.

**An organizational conflict of interest may exist in any of the following cases:**

- ❑ The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this Contract.
- ❑ The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity's interests are, or may be, adverse to the state's interests with respect to the specific project covered by this contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on a Mn/DOT project if a local government has also retained the proposer for the purpose of persuading Mn/DOT to stop or alter the project plans.
- ❑ The Contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to the Contract.
- ❑ The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this Contract, when the value or potential uses of such property may be affected by the proposer's performance of work pursuant to this Contract. "Property affected by the project" includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity's property may be affected by the proposer's work pursuant to the Contract when such work involves providing recommendations for right-of-way acquisition, access control, and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume proposers know or have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ❑ The proposer has a business arrangement with a current Mn/DOT employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this Contract. This item does not apply to pre-existing employment of current or former Mn/DOT employees, or their immediate family members. **Comment:** this provision is not intended to supersede any Mn/DOT policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to "inside" information.
- ❑ The proposer has, in previous work for the state, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design Contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an "unfair advantage" when such information cannot be provided to other potential proposers. Definitions of "government data", "public data", "non-public data" and "private data" can be found in Minnesota Statutes Chapter 13.
- ❑ The proposer has, in previous work for the state, helped create the "ground rules" for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- ❑ The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

## DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

- ☐ Determined that no potential organizational conflict of interest exists.
- ☐ Determined a potential organizational conflict of interest as follows:

Describe nature of potential conflict
Describe measures proposed to mitigate the potential conflict

Signature

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Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with Mn/DOT contract personnel.

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Name

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Phone

STATE OF MINNESOTA  
AFFIDAVIT OF NONCOLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the \_\_\_\_\_ Statement of Work has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responders' Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_  
(day) (Month Year)

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

### **State of Minnesota — Immigration Status Certification**

By order of the Governor (Governor's Executive Order 08-01), vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

*E-Verify* program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000.00, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the Contract. All subcontractor certifications must be kept on file with the Contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this Contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

**I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.**

Name of Company		Date:	
Authorized Signature		Telephone Number	
Printed Name:		Title:	

If the Contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the Contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the Contract, and/or suspending or debarring the Contract vendor from state purchasing.

**For assistance with the *E-Verify* Program**

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

**For assistance with this form, contact:**

Mail: 112 Administration Building, 50 Sherburne Avenue, St. Paul, Minnesota 55155

E-Mail: [MMDHelp.Line@state.mn.us](mailto:MMDHelp.Line@state.mn.us)

Telephone: 651-296-2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1-800-627-3529



**SAMPLE WORK ORDER LANGUAGE****STATE OF MINNESOTA  
IT Professional Services Master Contract Work Order**

This work order is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and [fill in name of contractor, be sure to indicate if corporation, partnership, limited liability company, sole proprietor, etc] ("Contractor"). This Work Order is issued under the authority of Master Contract T-Number 502TS, CFMS Number [fill in CFMS number from the contractor's master contract], and is subject to all provisions of the Master Contract which is incorporated by reference.

**Recitals**

1. Under Minn. Stat. § 15.061 [Insert additional statutory authorization if necessary] the State is authorized to engage such assistance as deemed necessary.
2. The State is in need of [Add brief narrative of the purpose of the contract].
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this work order to the satisfaction of the State.

**Work Order****1 Term of Work Order; Incorporation of Exhibits; Survival of Terms**

- 1.1 Effective date.** This Work Order will take effect on the date the State obtains all required signatures as required by Minn. Stat. § 16C.05, subd. 2.

*The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.*

- 1.2 Expiration date.** This Work Order will expire on [fill in date], or when all obligations have been satisfactorily fulfilled, whichever occurs first.

- 1.3 Exhibits.** Exhibits [fill in, e.g. A – D] are attached and incorporated into this Work Order.

- 1.4 Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Work Order.

**2 Contractor's Duties**

The Contractor, who is not a state employee, will:

[Provide a detailed scope of services. The services must define specific duties, deliverables, and deliverable completion dates. Do not simply attach the same scope that was used in the "Statement of Work" (RFP) as a greater level of detail is needed in this work order. If using a separate attachment, use "Perform the duties specified in Exhibit A, "Scope of Services".]

**3 Consideration and Payment****3.1 Consideration**

The State will pay for all services performed by the Contractor under this work order as follows:

- 3.1.1 Compensation.** The Contractor will be paid as follows:

[Provide a detailed explanation of how the Contractor will be paid, for example a fixed hourly rate, or a lump sum per deliverable, some examples may be:

an Hourly Rate of \$\_\_\_\_\_ up to maximum of \_\_\_\_\_ hours, but not to exceed \$\_\_\_\_\_.

a Lump Sum of \$\_\_\_\_\_.]

[Rate: rates paid may not exceed the Contractor's rates specified in their Master Contract.]

- 3.1.2 *Travel Expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by Contractor, as a result of this Work Order, will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Minnesota Department of Transportation Travel Regulations. Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. See Exhibit \_\_\_\_ for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 3.1.3 *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this Work Order will not exceed \$ [fill in].

### **3.2 Payment**

- 3.2.1 *Invoices.* State will promptly pay Contractor after Contractor presents an itemized invoice for the services actually performed and State's Authorized Representative accepts the invoiced services. Invoices must be submitted in the format prescribed in Exhibit \_\_\_\_ and according to the following schedule:

[INDICATE WHEN YOU WANT THE CONTRACTOR TO SUBMIT INVOICES, FOR EXAMPLE: "MONTHLY" OR "UPON COMPLETION OF SERVICES," OR IF THERE ARE SPECIFIC DELIVERABLES, LIST HOW MUCH WILL BE PAID FOR EACH DELIVERABLE. THE STATE DOES NOT PAY MERELY FOR THE PASSAGE OF TIME.]

- 3.2.1.1 Each invoice must contain the following information: Mn/DOT Contract Number, Mn/DOT Contract invoice number (sequentially numbered), billing address if different from business address, and Contractor's original signature attesting that the invoiced service and costs are new and that no previous charge for those services or goods has been included in any prior invoice.
- 3.2.1.2 Direct nonsalary costs allocable to the work under this Work Order must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are not the salaried costs directly related to the work of Contractor. Supporting documentation must be provided in a manner that corresponds to each direct cost.
- 3.2.1.3 The original of each invoice must be sent to State's Authorized Representative for review and payment. A copy of the invoice will be sent to State's Project Manager for review.
- 3.2.1.4 Contractor must provide, upon request of State's Authorized Representative, the following supporting documentation:
- 3.2.1.5 Direct salary costs of employees' time directly chargeable for the services performed under this Work Order. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked, and total payment for each invoice period; and
- 3.2.1.6 Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours, and the dollar amount charged to the project for each pay period.
- 3.2.1.7 If Contractor is authorized by State to use or uses any subcontractors, Contractor must include all the above supporting documentation in any subcontractor's contract, and Contractor must make timely payments to its subcontractors. Contractor must require subcontractors' invoices to follow the same form and contain the same information as set forth above.

- 3.2.2 *Retainage.* Under Minnesota Statutes § 16C.08, subdivision 5(b), no more than 90% of the amount due under this Contract may be paid until State's agency head has reviewed the final product of this Contract. The balance due will be paid when State's agency head determines that Contractor has satisfactorily fulfilled all the terms of this Contract.
- 3.2.3 *Federal Funds.* If federal funds are used, Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Contractor's failure to comply with these federal requirements.
- 3.2.4 *Progress Reports.* Contractor will submit progress reports in a format and timeline designated by the State's Project Manager.

#### **4 Liability**

[Note: the following clause is the "standard" liability clause, an alternative liability clause may have been agreed to as part of the Statement of Work, in which case the liability clause offered by a vendor should have been part of the selection criteria. The contract must include a liability clause, either the standard clause or an approved alternate. Contact Contract Management if you have questions about whether to use the standard clause or an alternative]

The Contractor must indemnify, save and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Work Order by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this Work Order.

#### **5 Foreign Outsourcing**

The Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form submitted with its proposal are true, accurate and incorporated into this work order contract by reference.

#### **6 Authorized Representatives**

##### **6.1 State's Authorized Representative.** State's Authorized Representative will be:

NAME, TITLE  
ADDRESS  
TELEPHONE NUMBER  
FAX NUMBER  
E-MAIL ADDRESS

State's Authorized Representative or his /her successor, will monitor Contractor's performance and has the authority to accept or reject the services provided under this Work Order.

##### **6.2 State's Project Manager.** State's Project Manager will be:

NAME, TITLE  
ADDRESS  
TELEPHONE NUMBER  
FAX NUMBER  
E-MAIL ADDRESS

State's Project Manager, or his/her successor, has the responsibility to monitor Contractor's performance and progress.

State's Project Manager will sign progress reports, review billing statements, make recommendations to State's Authorized Representative for acceptance of Contractor's good or services and make recommendations to State's Authorized Representative for certification for payment of each Invoice submitted for payment.

- 6.3 Contractor's Authorized Representative.** Contractor's Authorized Representative will be:  
NAME, TITLE  
ADDRESS  
TELEPHONE NUMBER  
FAX NUMBER  
E-MAIL ADDRESS

If Contractor's Authorized Representative changes at any time during this contract, Contractor must immediately notify State.

- 6.4 Contractor's Key Personnel.** Contractor's Key Personnel will be:  
(names, titles)

Key Personnel assigned to this project cannot be changed without the written approval of the State's Project Manager. Contractor will submit a change request in writing to the State's Project Manager along with a resume for each potential candidate. Potential new or additional personnel may be required to participate in an interview. Upon approval of new or additional personnel, the State's Authorized Representative may issue a change order to add or delete key personnel.

**7 Time**

The Contractor must comply with all the time requirements described in this Work Order. In the performance of this Work Order, time is of the essence.

**8 Employee Status**

Pursuant to the Governor's Executive Order 08-01, if this contract, including any extension options, is or could be in excess of \$50,000, Contractor certifies that it and its subcontractors:

- 8.2** Comply with the Immigration Reform and Control Act of 1986 (U.S.C. 1101 et. seq.) in relation to all employees performing work in the United States and do not knowingly employ persons in violation of United States immigrations laws; and
- 8.3** By the date of the performance of services under this contract, Contractor and all its subcontractors have implemented or are in the process of implementing the E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

Contractor must obtain certifications of compliance with this section from all subcontractors who will participate in the performance of this contract. Subcontractor certifications must be maintained by Contractor and made available to the state upon request. If Contractor or its subcontractors are not in compliance with 1 or 2 above or have not begun or implemented the E-Verify program for all newly hired employees performing work under the contract, the state reserves the right to determine what action it may take including but not limited to, canceling the contract and suspending or debaring the contractor from state purchasing.

**9 Additional Provisions**

[Use this space to add information not covered elsewhere in this Work Order. If not needed, delete this section or state "None". The following should be used in any Work Order that includes web design:

The Contractor will comply with the "Minnesota Office of Enterprise Technology: Web Design Guidelines" available at the URL: <http://www.state.mn.us/portal/mn/jsp/content.do?programid=536911233&id=-536891917&agency=OETweb>.

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